

IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA

ALPHA FINANCIAL MORTGAGE, A : CIVIL DIVISION
PENNSYLVANIA CORPORATION, :
BROWNSVILLE GROUP, LTD., A : NO. 1504 OF 2009 GD
PENNSYLVANIA CORPORATION, ERNEST :
E. LIGGETT, AN INDIVIDUAL, MARILYN :
LIGGETT, AN INDIVIDUAL, AND MANOR :
INVESTMENTS LTD., A PENNSYLVANIA :
CORPORATION :

Plaintiffs :

vs. :

DONALD A. BAUGH, INDIVIDUALLY AND :
OFFICIALLY, THE BROWNSVILLE AREA :
REVITALIZATION CORPORATION, :
ANDREWS P. FRENCH, INDIVIDUALLY :
AND OFFICIALLY, RAYMOND C. :
POLASKI, INDIVIDUALLY AND :
OFFICIALLY, PROJECT B.R.I.G.H.T. :
TOMORROW, THE REDEVELOPMENT :
AUTHORITY OF THE COUNTY OF :
FAYETTE, NORMA J. RYAN, :
INDIVIDUALLY AND OFFICIALLY, :
TRACY SHEEHAN ZIVKOVICH, :
INDIVIDUALLY AND OFFICIALLY :

Defendants :

Filed on behalf of Plaintiffs

Counsel of record for Plaintiffs:

L . F. Grimm, Jr., Esquire
Attorney ID # Pa. I.D. No.24728
20 East Main Street
Carnegie, Pennsylvania 15106
C: (412) 916-9272
O1: (412) 494-9985 X 102
O2: (412) 881-3000
F: (412) 279-2703
E: lgrimm1124@msn.com

2009 JUN 23 10 34 AM

FILED

**COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA
CIVIL ACTION**

ALPHA FINANCIAL MORTGAGE, INC, (1) : NO. 1504 of 2009, G. D.
BROWNSVILLE GROUP LTD, (2) ERNEST :
E. LIGGETT (3), MARILYN LIGGETT (4), : CIVIL ACTION
and MANOR INVESTMENTS LTD, (5) :
Plaintiff(s)('s)(s') : Filed on behalf of Plaintiff(s)
vs. : Counsel of record for Plaintiff(s)
DONALD A BAUGH (7), individually and : L. F. Grimm, Jr., Esquire
officially, BROWNSVILLE AREA : Attorney PA ID # No. 24728
REVITALIZATION CORPORATION (8), : 20 East Main Street
ANDREW P. FRENCH (9), individually and : Carnegie, Pennsylvania 15106
officially, RAYMOND C. POLASKI (10), : C: (412) 916-9272
individually and officially, PROJECT : O1: (412) 494-9985 X 102
B.R.I.G.H.T. TOMORROW (11), : O2: (412) 881-3000
REDEVELOPMENT AUTHORITY OF THE : F: (412) 279-2703
COUNTY OF FAYETTE (12), NORMA : E: lgrimm1124@msn.com
J. RYAN (13), individually and officially, :
TRACY SHEEHAN ZIVKOVICH (14), :
individually and officially, :
Defendant(s) :

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff (s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
Post Office Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

**COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA
CIVIL ACTION**

ALPHA FINANCIAL MORTGAGE, INC, (1)	:	NO. 1504 of 2009, G. D.
BROWNSVILLE GROUP LTD, (2) ERNEST	:	
E. LIGGETT (3), MARILYN LIGGETT (4),	:	CIVIL ACTION
and MANOR INVESTMENTS LTD, (5)	:	
	:	Filed on behalf of Plaintiff(s)
Plaintiff(s)(‘s)(s’)	:	
	:	Counsel of record for Plaintiff(s)
vs.	:	L. F. Grimm, Jr., Esquire
	:	Attorney PA ID # No. 24728
DONALD A BAUGH (7), individually and	:	20 East Main Street
officially, BROWNSVILLE AREA	:	Carnegie, Pennsylvania 15106
REVITALIZATION CORPORATION (8),	:	C: (412) 916-9272
ANDREW P. FRENCH (9), individually and	:	O1: (412) 494-9985 X 102
officially, RAYMOND C. POLASKI (10),	:	O2: (412) 881-3000
individually and officially, PROJECT	:	F: (412) 279-2703
B.R.I.G.H.T. TOMORROW (11),	:	E: lgrimm1124@msn.com
REDEVELOPMENT AUTHORITY OF THE	:	
COUNTY OF FAYETTE (12), NORMA	:	
J. RYAN (13), individually and officially,	:	
TRACY SHEEHAN ZIVKOVICH (14),	:	
individually and officially,	:	
	:	
Defendant(s)	:	

AMENDED COMPLAINT

The Plaintiff(s), Alpha Financial Mortgage, Inc., Brownsville Group Ltd, Ernest E. Liggett, Marilyn Liggett, and Manor Investments Ltd, by and through their attorney, L. F. Grimm, Jr., amend their Complaint to add new party plaintiffs, Reverend John P. McGrath and his wife, Elizabeth A. McGrath, both adult individuals, currently residing at 712 Northgate Court, Virginia Beach, Virginia 23452 (hereinafter, the “McGraths”), declare additional claims, and respectfully avers the following:

1. As the Court is aware, this case centers around the Defendants acting with the force of law to thwart the Plaintiffs' development plans, and intentionally usurp, seek to divest, acquire or otherwise control Plaintiff's (and others) Brownsville properties.

2. The Plaintiffs have discovered new evidence that supports the existing Complaint against the Defendants, and necessitates amending their Complaint, adding the McGraths as plaintiffs, and asserting additional claims arising from new factual recitations herein. Amendment is deemed to be appropriate because it will not cause delay or prejudice, is properly motivated, does not change the allegations against the Defendants, and properly joins all relevant parties and claims between those parties in one action.

3. The amendments to the Plaintiff(s)'s initial Complaint are necessary and justified by the following new evidence that further establishes the independent, illegal and/or collusive actions of the Defendants to intentionally usurp, seek to divest, acquire or otherwise control properties with the force and effect of law in the Borough of Brownsville, County of Fayette, Pennsylvania:

COUNT I: LOSS OF ALL ECONOMIC BENEFIT

4. The Plaintiff(s) incorporate paragraphs 1 through 42 from the initial Complaint, and paragraphs 1 through 3 of this Amendment by reference, as fully as if they were set forth at length herein with the following new factual recitations.

5. The relevant events involving the McGraths took place over a time period 2001 to date involving the same private party Defendants, public official Defendants, schemes, facts and occurrences.

6. On December 10, 2001, the McGraths purchased property in Brownsville, County of Fayette, Pennsylvania, located at 29 Market Street, identified as parcel number 02-06-0142, recorded in Record Book 2804, page 1960, with an assessed value of \$27,563 and sale price of \$10,000, and established the Brownsville Fellowship Church.

7. In 2003, the federal Appalachian Regional Commission Technical Assistance Planning Process was launched to teach Brownsville-area officials how to plan, finance and implement a community-oriented project; implemented in 2004 with a \$125,000 State grant submitted and administered by Defendant Redevelopment Authority of the County of Fayette for the Borough of Brownsville to purchase the Odd Fellows Lodge, at 31 Market Street as the site for "The People's Place," the site was subsequently deeded to the Defendant Brownsville Area Revitalization Corporation May 5, 2004, and recorded in Record Book 2903, page 1239 with an assessed value of \$28,357 and sale price of \$62,500.

8. Pastor McGrath's plans to host a town meeting for an open forum to discuss the Plaintiff(s)'s envisioned Indian Gaming Project, June 13, 2003, at the Brownsville Fellowship Church, 29 Market Street, were cancelled after a telephone threat that "the Church was going to be bombed and McGrath should get out of town or his kid's might get a bullet in the head." The McGraths left Pennsylvania six months thereafter.

9. At a special meeting of the Brownsville Christian Fellowship on June 8, 2004, Pastor John McGrath returned to Brownsville, announced the Church building at 29 Market Street would be offered for sale, and the Church relocated.

10. At the September 14, 2004, Brownsville Borough Council meeting, Councilman John T. Hosler distributed copies of Defendant Ryan's March 28, 2003 letter to Governor Rendell describing the undisclosed BARC/RACF "Brownsville Redevelopment Plan", unauthorized 2001-2002 Capital Budget request in Senate Bill 1213 for two million dollars, made conflict of interest charges against Ryan serving as Mayor, being in charge of code enforcement and a member (President) of BARC, since BARC and RACF were trying to acquire downtown buildings. Councilman Edward Rohrer asked Defendant Ryan if the (BARC) Odd Fellows

Building was handicap accessible, and Ryan responded there would a grant application for an elevator.

11. On September 16, 2004, Pastor McGrath met the Plaintiff(s) at the Eat'n Park Restaurant in New Stanton, Pennsylvania, revisited the foregoing (*Id* at ¶¶ 6-10.) and further discussed:

a. Prior conversations June 11, 2004 to date between the McGraths and the Plaintiff(s) to leverage the cost for building a new Brownsville Fellowship Church facility near Hillman Park from the Plaintiff('s)(s') "River City USA" purchase assessment for 29 Market Street using Fayette County Pennsylvania's 2003 Assessed Value of \$27,563: Portfolio Value/\$84,750, Developed Value/\$674,925, Investment Tax Credits/\$135,000, Façade Easements/\$33,750.

b. Defendants BARC and Ryan's interest in purchasing the McGrath's property at 29 Market Street resulted from their need to install an elevator for the Odd Fellows Building to become handicap accessible, meet requirements to apply for grants for the building, and with the exception of McGrath's property for installation of an elevator, the Plaintiff(s) own all the other abutting properties for an exterior elevator for the Odd Fellows Building.

c. In the time since the McGraths offered their building for sale, Defendant Ryan initially offered \$38,500 to acquire the building, then dropped the price to \$27,000, then \$15,000. Pastor McGrath found it interesting that after his last conversation with Defendant Ryan regarding the sale of his building, *Herald-Standard* reporter Chris Haines contacted McGrath to talk about:

1) His refusal to sell his building to BARC – to which McGrath responded he was not selling the building to BARC because it was worth substantially more than they

were offering, they did not want to pay the \$100,000 asking price, and Defendant Ryan wanted him to do the Christian thing and give her the building.

2) Was he selling or did he have an agreement to sell the building to the Plaintiff(s) – to which McGrath responded he did not like Defendant Ryan’s tactics, and believed Defendants BARC, RACF, and Ryan seem to have a pattern to acquire properties in Brownsville, like Mark Kovscek’s building across the street (Lot/Block 02-06-0164, 16 Market Street, the Wise Building) i. e. Defendants BARC and BARC President Ryan try to buy the property, the owner is unwilling or unable to sell, Defendant Ryan as Mayor accelerates code enforcement prompted by some catastrophic event, and like Kovscek just recently did, the property owner’s only alternative is to enter into an agreement to donate the building to Defendant RACF to avoid further harassment from code enforcement.

McGrath concluded his conversation with Chris Haines by asking “if all else fails, are Defendants BARC, RACF, and Ryan going to use eminent domain to get what they want?”

12. Defendant Ryan reestablished contact with the McGraths in May 2006 through a series of e-mails regarding their building at 29 Market Street (attached as Exhibit Y):

a. 05.30.06 – “There is a gentleman coming to town on Thursday who may be interested in either helping us with a loan to purchase the building or maybe purchase it himself.”

b. On or about June 19, 2006, George Nogas, manager of B & R Discount, 27 Market Street, contacted the McGraths to report a large crashing noise that he felt came from their building, and should be checked out as soon as possible.

c. 06.27.06 – “BARC is preparing an agreement for your review to state our commitment to purchase your property adjacent to the Odd Fellow Building in Brownsville.

We are in process of submitting requests for a loan or grant to purchase the property. In the meantime we would like to begin a payment plan to purchase in full as soon as the money becomes available. It has been raining very profusely lately and praying that there is no further damage being done to the building. Are you still planning to have the roof repaired or selling as is?" "I will need a couple days to get the final consensus of the board. I do think that most were leaning toward the 'as is' but need to have a final vote from them. I am sending the e-mail to them now and will be back in touch very soon."

d. On or about June 27, 2006, the McGraths received bids close to \$10,000 to put a new roof on their building at 29 Market Street. The McGraths insurance carrier would not cover the roof replacement (and roofing contractors making estimates agreed) because the 10 X 10 supporting members showed no evidence of deterioration from natural phenomena, but the collapse zone evidenced intentional property damage.

e. 06.28.06 – "One of our board members asked me to get them a copy of the notice of violations that Don the code officer had placed on the building. Are you aware of these violations? Seems that someone was notified in December of 2005 that they had 30 days to make the repairs. Too bad that they did not happen. If you do not have a copy I will make one for you when you come up."

f. 07.13.06 – "Paul, retired contractor and President of BARC just went through the building with Don Baugh the code enforcement officer. Sounds like the building is beyond repair. Paul believes that a truss type roof installed ASAP could possibly preserve it from further damage. They reported that the damage is extensive and permeating throughout the building. Don has condemned the building and is preparing to issue a citation for demotion,

unless the building is brought up to code. The only possibly way for you to avoid citations is if you present a plan to Don showing your ability to bring the building up to code with a timeline.

I have asked Paul how BARC could possibly acquire the building to preserve it. Paul said we couldn't pay for this building 'as is' and that if you want out from this responsibility, he will bring the acceptance of the building at no cost to BARC to the board on Monday at our regular board meeting. If the board will accept donation of the building and undertaking this project, it will be imperative for us to acquire a bridge loan immediately and reconstruct the roof at an approximate cost of \$35 to \$40,000. He estimates that the overall cost to renovate the building will be well over \$200,000.

Just for your information, this is what is happening with other buildings in this designated area (such as the Authenreith that has been demolished). Currently the block of building across the street from the Authenreith building are slated for demolition by August 31st at the expense of the owner with a lien against the property that must be satisfied by the owner or the prospective buyer."

g. On July 25, 2006, the McGraths commenced the roof replacement project at 29 Market Street, and Defendant BAUGH immediately conducted a site visit to see if the McGraths had a permit to replace the roof.

h. 01.17.07 – "I am curious if you would like for me to keep you informed of activity that I observe taking place from your building when I am in the (BRIGHT)office next to your building located at 29 Market St.?"

WHEREFORE, Plaintiff(s) respectfully request the Honorable Court amend and enter judgment in its favor in excess of **One Hundred Eighteen Million Five Hundred Eighty-Two Thousand (\$118,582,000) Dollars and No/100** for compensatory, incidental and

consequential damages, punitive damages, costs, all allowable attorneys' fees, and all other damages deemed to be just.

COUNT II – CONSPIRACY

13. The Plaintiff(s) incorporate paragraphs 1 through 68 from the initial Complaint, and paragraphs 1 through 12 of this Amendment by reference, as fully as if they were set forth at length herein.

14. Pastor McGrath telephoned Defendant Baugh, the part-time Redevelopment Authority of the County of Fayette Project B.R.I.G.H.T targeted property maintenance code enforcement officer in Brownsville, after learning Defendant Baugh and BARC President Paul Mammarella entered his building at 29 Market Street without his permission, legal authority, express or implied consent (*Id* at ¶ 12f.) and commented:

a. I am getting conflicting reports from the e-mails I am receiving from Norma Ryan saying I have to give my building away because you are citing me for demolition. Defendant Baugh responded, no, I have not cited it for demolition. No, I am not going to cite it for demolition.

b. I have had contractors in my building for roof estimates, they are telling me that my building is in perfect shape, and it just needs a new roof. Defendant Baugh responded the interior structure of building is fine, and if the intention is to leave the building vacant, all that has to be done is put a roof on it.

c. What is all this junk Norma Ryan is sending me? Defendant Baugh responded all he could say was the building needs a roof, interior structure if fine, that's all he can say.

WHEREFORE, Plaintiff(s) respectfully request the Honorable Court amend and enter judgment in its favor in excess of **Twelve Million five hundred thousand (\$12,500,000)**

Dollars and No/100 for compensatory, incidental and consequential damages, punitive damages, costs, all allowable attorneys' fees, and all other damages deemed to be just.

COUNT III: INVASION OF PRIVACY

15. The Plaintiff(s) incorporate paragraphs 1 through 81 from the initial Complaint, and paragraphs 1 through 14 of this Motion by reference, as fully as if they were set forth at length herein with the following new factual recitations.

16. The Defendant(s) maintain or contribute to websites (hereinafter, "websites"), which contain images, visual representations and pictures (hereinafter, "pictures") and inflammatory media program information (hereinafter "information") representing or relating to the McGraths' Brownsville property at 29 Market Street.

a. The international MySpace weblog site posting noted as BARC's Interests at <http://profile.myspace.com/index.cfm?fuseaction=user.viewprofile&friendid=388279410> displays McGraths' Brownsville property identified as Fayette County Lot/Block 02-06-0142, 29 Market Street in Frame Sequence 00:37 involves Defendant BARC (attached as Exhibit Q).

b. For reasons unknown to the McGraths, Fayette County Property Assessment records indicate the mailing address for their property at 29 Market Street is 31 Market Street, which is in fact the address for Defendant BARC's Odd Fellows Building, 31 Market Street.

WHEREFORE, Plaintiff(s) respectfully request the Honorable Court amend and enter judgment in its favor in excess of **Thirteen Million Two Hundred Thousand (\$13,200,000) Dollars and No/100** for compensatory, incidental and consequential damages, punitive damages, costs, all allowable attorneys' fees, and all other damages deemed to be just.

COUNT IV: TRESPASS

17. The Plaintiff(s) incorporate paragraphs 1 through 86 from the initial Complaint, and paragraphs 1 through 16 of this Amendment by reference, as fully as if they were set forth at length herein with the following new factual recitations.

18. Pastor McGrath telephoned Defendant Baugh, the part-time Redevelopment Authority of the County of Fayette Project B.R.I.G.H.T targeted property maintenance code enforcement officer in Brownsville, after learning Defendant Baugh and BARC President Paul Mammarella entered his building at 29 Market Street without his permission, legal authority, express or implied consent (*Id* at ¶ 12f.) and commented:

a. Do you know who I am? Defendant Baugh responded yes, you own that building next to the Project B.R.I.G.H.T building.

b. I understand you were in my building. Defendant Baugh responded yes, I was in your building.

WHEREFORE, Plaintiff(s) respectfully request the Honorable Court amend and enter judgment in its favor in excess of **Twelve Million five hundred thousand (\$12,500,000) Dollars and No/100** for compensatory, incidental and consequential damages, punitive damages, costs, all allowable attorneys' fees, and all other damages deemed to be just.

COUNT V – NEGLIGENCE

19. The Plaintiff(s) incorporate paragraphs 1 through 88 from the initial Complaint, and paragraphs 1 through 18 of this Amendment by reference, as fully as if they were set forth at length herein.

WHEREFORE, Plaintiff(s) respectfully request the Honorable Court amend and enter judgment in its favor in excess of **Twelve Million five hundred thousand (\$12,500,000)**

Dollars and No/100 for compensatory, incidental and consequential damages, and all other damages deemed to be just.

COUNT VI – CONVERSION

20. The Plaintiff(s) incorporate paragraphs 1 through 90 from the initial Complaint, and paragraphs 1 through 19 of this Amendment by reference, as fully as if they were set forth at length herein.

WHEREFORE, Plaintiff(s) respectfully request the Honorable Court amend and enter judgment in its favor in excess **Twelve Million five hundred thousand (\$12,500,000) Dollars and No/100** for compensatory, incidental and consequential damages, punitive damages, costs, all allowable attorneys' fees, and all other damages deemed to be just.

COUNT VII – TRANSFER OF VENUE

21. The Plaintiff(s) incorporate paragraphs 1 through 92 from the initial Complaint, and paragraphs 1 through 20 of this Amendment by reference, as fully as if they were set forth at length herein.

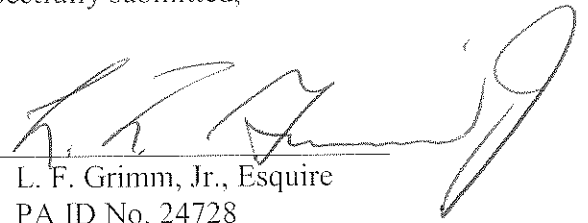
WHEREFORE, Plaintiff(s) do not have an adequate remedy at law, and so, respectfully request the Honorable Court to grant Plaintiff('s)(s') request to Transfer Venue for all Plaintiff('s)(s') pending, current, and future litigation before the Magisterial District Courts and Court of Common Pleas in Fayette County.

JURY TRIAL DEMANDED

A jury trial is demanded as to all issues which may be tried before a jury.

Respectfully submitted,

BY

A handwritten signature in black ink, appearing to read 'L. F. Grimm, Jr.', is written over a horizontal line. The signature is stylized with a large, looped 'G' at the end.

L. F. Grimm, Jr., Esquire

PA ID No. 24728

Attorney for the Plaintiff(s)

20 East Main

Carnegie, PA 15106

C: 412.916.9272

O1: 412.494.9985 X 102

O2: 412.881.3000

F: 412.279.2703

E: lgrimm1124@msn.com

CERTIFICATE OF SERVICE

I do hereby certify that I am this day serving the within document upon the persons and

In the manner indicated below:

1. Service by United States Postal Service/Delivery Confirmation Receipt

Donald A. Baugh (Telephone: (724) 438-3776, (724) 317-8549, (724) 437-1547 X 204
7248 Penn Avenue 86 West Main Street
Lemont Furnace, Pennsylvania 15456 Uniontown, Pennsylvania 15401
2. Service by United States Postal Service/Delivery Confirmation Receipt

Brownsville Area Revitalization Corporation (724) 785-9331
69 Market Street
Brownsville, Pennsylvania 15417
3. Service by United States Postal Service/Delivery Confirmation Receipt

Andrew P. French (724) 437-1547 X 210
11 Belmeade Terrace 86 West Main Street
Uniontown, Pennsylvania 15401 Uniontown, Pennsylvania 15401
4. Service by United States Postal Service/Delivery Confirmation Receipt

Raymond C. Polaski (724) 430-9242
21 West Berkley Street 86 West Main Street
Uniontown, Pennsylvania 15401 Uniontown, Pennsylvania 15401
5. Service by United States Postal Service/Delivery Confirmation Receipt

PROJECT B.R.I.G.H.T. TOMORROW (724) 785-5072, (724) 437-1547
33 Market Street 86 West Main Street
Brownsville, Pennsylvania 15417 Uniontown, Pennsylvania 15401
6. Service by United States Postal Service/Delivery Confirmation Receipt

Redevelopment Authority of the County of Fayette (724) 437-1547
86 West Main Street
Uniontown, Pennsylvania 15401

7. Service by United States Postal Service/Delivery Confirmation Receipt

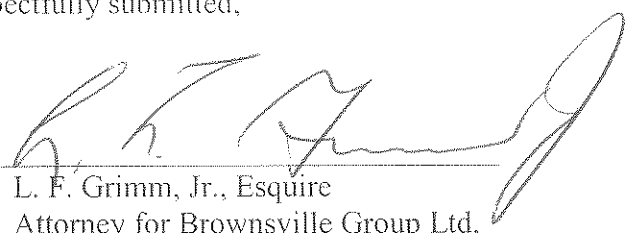
Norma J. Ryan (724) 785-9387, (724) 785-9331, (724) 785-5072, (724) 323-4008
552 Pearl Street 33 Market Street
Brownsville, Pennsylvania 15417 Brownsville, Pennsylvania 15417

8. Service by United States Postal Service/Delivery Confirmation Receipt

Tracy Sheehan Zivkovich (724) 785-2595, (724) 852-5200, (724) 366-5527
408 Church Street 93 East High Street, Third Floor
Brownsville, Pennsylvania 15417 Waynesburg, Pennsylvania 15370

Respectfully submitted,

BY



L. F. Grimm, Jr., Esquire
Attorney for Brownsville Group Ltd,
Ernest E. Liggett, Marilyn Liggett ,
and Manor Investments Ltd

Date: June 9, 2009

VERIFICATION

I, the undersigned, verify that the facts set forth in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. 4905 relating to unsworn falsifications to authorities.

May 18, 2009


Reverend John P. McGrath, Plaintiff

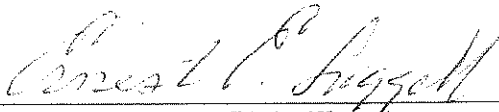
May 18, 2009


Elizabeth A. McGrath, Plaintiff


VERIFICATION

I, the undersigned, verify that the facts set forth in this Amended Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. 4905 relating to unsworn falsifications to authorities.

June 8, 2009


Ernest E. Liggett, Plaintiff and
Representative of Brownsville Group, Ltd.,
Manor Investments, Ltd.

June 8, 2009


Marilyn Liggett, Plaintiff and
Representative of Alpha Financial
Mortgage, Brownsville Group, Ltd., Manor
Investments, Ltd.

E-MAILS RECEIVED BY THE McGRATHS FROM DEFENDANT NORMA RYAN

Norma J. Ryan wrote:

Hi John, I cannot find where I wrote Tim's phone number and ask that you send it to me Please.

There is a gentleman coming to town on Thursday who may be interested in either helping us with a loan to purchase the building or maybe purchase it himself. He is a structural engineer and I trust his judgement on possibilities on buildings.

Look forward to hearing from you.

Best
Norma

To: mkovscek@allantgroup.com, kovscek@icubed.com, mcgrathjabe@yahoo.com

Subject:

From: "Norma J. Ryan" <njr@excite.com>

Date: Tue, 20 Jun 2006 13:29:13 -0400 (EDT)

Hi Mark and John,

Just a note to let you know that our local Blueprint Community project is sponsoring a meeting relating to landlords and rental property in Brownsville. According to the Comprehensive plan done for the borough it was stated that 51% of all residential property in the borough is rental property. Tracy Sheehan/Zivkovich is the chair of the Blueprint Community project and she has asked that we invite a few property owners who rent homes in the area to discuss issues regarding needs of landlords in the borough.

If you are interested in being a part of this committee and are available this Thursday evening at 7PM, we will be available in the community room of the Flatiron building the lower level of the Flatiron building.

Best wishes,

To: mcgrathjabe@yahoo.com

Subject: property in Brownsville

From: "Norma J. Ryan" <njr@excite.com>

CC: amcconnell@verizon.net

Date: Tue, 27 Jun 2006 15:37:30 -0400 (EDT)

Hi John, Not sure if you came to Brownsville yet, but want you to know that BARC is preparing an agreement for your review to state our commitment to purchase your property adjacent to the Odd Fellow Building in Brownsville. We are in process of submitting requests for a loan or grant to purchase the property. In the meantime we would like to begin a payment plan to purchase in full as soon as the money becomes available.

Please send me the address to mail the agreement and/or if you will be coming up in the near future. It has been raining very profusely lately and praying that there is no further damage being done to the building. Are you still planning to have the roof repaired or selling as is?

Look forward to hearing from you.

Norma

EXHIBIT

Y

Subject: property in Brownsville
From: "Norma J. Ryan" <njr@excite.com>
CC: amcconnell@verizon.net
Date: Tue, 27 Jun 2006 15:37:30 -0400 (EDT)

Hi John, Not sure if you came to Brownsville yet, but want you to know that BARC is preparing an agreement for your review to state our commitment to purchase your property adjacent to the Odd Fellow Building in Brownsville. We are in process of submitting requests for a loan or grant to purchase the property. In the meantime we would like to begin a payment plan to purchase in full as soon as the money becomes available.

Please send me the address to mail the agreement and/or if you will be coming up in the near future. It has been raining very profusely lately and praying that there is no further damage being done to the building. Are you still planning to have the roof repaired or selling as is?

Look forward to hearing from you.

Norma

To: mcgrathjabe@yahoo.com
Subject: RE: building
From: "Norma J. Ryan" <njr@excite.com>
Date: Tue, 27 Jun 2006 15:55:28 -0400 (EDT)

Hi John,

I will need a couple days to get the final consensus of the board. I do think that most were leaning toward the 'as is' but need to have a final vote from them. I am sending the e-mail to them now and will be back in touch very soon.

Thanks
Norma

Date: Wed, 28 Jun 2006 11:59:32 -0700 (PDT)

Subject: RE: building

"Norma J. Ryan" wrote:

Hi John,

One of our board members asked me to get them a copy of the notice of violations that Don the code officer had placed on the building. Are you aware of these violations? Seems that someone was notified in Dec of 2005 that they had 30 days to make the repairs. too bad that they did not happen.

If you do not have a copy I will make one for you when you come up.

N

To: mcgrathjabe@yahoo.com
Subject: 29 Market Street
From: "Norma J. Ryan" <njr@excite.com>
CC: flatiron@lcsys.net
Date: Thu, 13 Jul 2006 12:50:28 -0400 (EDT)

Hi John,

Paul, retired contractor and President of BARC just went through the building with Don Baugh the code enforcement officer. Sounds like the building is beyond repair. Paul believes that a truss type roof installed ASAP could possibly preserve it from further damage.

They reported that the damage is extensive and permeating throughout the building.

Don has condemned the building and is preparing to issue a citation for demotion, unless the building is brought up to code.

The only possibly way for you to avoid citations is if you present a plan to Don showing your ability to bring the building up to code with a timeline. We all know this is going to be a very extensive project. I have asked Paul how could BARC possibly acquire the building to preserve it. Paul said we couldn't pay for this building 'as is' and that if you want out from this responsibility, he will bring the acceptance of the building at no cost to BARC to the board on Monday at our regular board meeting. If the board will accept donation of the building and undertaking this project, it will be imperative for us to acquire a bridge loan immediately and reconstruct the roof at an approximate cost of \$35 to \$40,000. He estimates that the overall cost to renovate the building will be well over \$200,000.

Just for your information, this is what is happening with other buildings in this designated area (such as the Authenrieth that has been demolished). Currently the block of building across the street from the Authenrieth building are slated for demolition by August 31st at the expense of the owner with a lien against the property that must be satisfied by the owner or the prospective buyer.

Sure sounds like a bummer and I do feel badly for you and look forward to hearing from you.

Best

Norma

From: Norma J. Ryan <njr@excite.com>
Subject: concern about your building
To: mcgrathjabe@yahoo.com
Date: Tuesday, August 22, 2006, 3:57 PM

Hi John, We had some problems at the Odd Fellow building today concerning telephone service. Verizon came to check out the reason and discovered that the main line was cut by vandals. While I was there I walked around the back of the building and noticed that the door at the top of your firescape is opened. A window also does not have covering.

I am not sure if someone may have tried to get in the building or if you already know about this, but as your good neighbor, I want you to know..

I also informed the police officer on duty about this

Norma

From: Norma J. Ryan <njr@excite.com>
Subject: Need a favor Please help
To: mcgrathjabe@yahoo.com
Date: Friday, December 1, 2006, 6:31 PM

Hi John,

I am writing to ask permission for our roofing man to place a ladder against your building on the river side to gain entry to the roof of BARC's building at 27 Market Street to clean the drains. We have a leak in the roof and he believes it is caused by the plugged up drain.

The reason he would like to do this is that he can carry a ladder that will reach your roof around the buildings but would not be easily able to carry one large enough for our building that is much higher. Reason: Liggett put a new chain and locks on all entrances to the rear of the buildings. I have been praying for him and hope you are too that he find peace inside and allow the town to come back to life. BARC now owns 7 buildings and have brought 6 new businesses to town and that proves that if he would fix up and try, he could sell or rent his property. Oh well just pray more.

We would appreciate your permission to do this. We had a terribly fast downpour of rain and we were checking the buildings and found rain coming in around the drain pipe.

Incidentally did you know that you have two windows that are open in your top level of your building?

We had someone enter our building at 27 Market and were stealing our copper pipes and luckily the people who are living upstairs in the apartment at 25 Market heard them because their dogs were barking.. They had the police come to check it out and one of the back door openings that had been boarded up was lose and we think that was how they entered.. So we had that opening secured again.

I do hope that no one is getting into your building. Are you having anyone check the building for you? Hate to think that it could be stripped too. If the people were not living in the apartment, we would not have known until it was too late. Such a shame and the problems do not seem to be getting much better regarding the drug situation in town.

Hope all is well with you and the family.

Look forward to hearing from you about the ladder against your building and permission to walk on your roof to gain entrance to the drain on our building

Best wishes,
Norma

From: Norma J. Ryan <njr@excite.com>
Subject: happy new year
To: mcgrathjabe@yahoo.com
Date: Wednesday, January 17, 2007, 11:34 AM

Wishing you a happy new year and pray that your wishes are provided according to God's wishes.

I am curious if you would like for me to keep you informed of activity that I observe taking place from your building when I am in the (BRIGHT)office next to your building located at 29 Market St.?

Norma

From: Norma J. Ryan <njr@excite.com>
Subject: Re: happy new year
To: mcgrathjabe@yahoo.com
Date: Tuesday, January 23, 2007, 9:32 PM

So I will share what I see and you can be the judge of it.

Tom Huey and his friend come to the building almost daily (that is when I am at the office to see this) And they stay often over an hour and sometimes leave with boxes, sometimes without anything and last week with a truck load of metal looking objects. (shelving, bed frames, etc) The people who they talk with in the parking lot prior to going into the building are very shady looking and suspected undesirables.

I realize that you cannot control what he is doing, but has he kept in touch with you that he is removing stuff from the building and if he is checking the building for you maybe you know why he goes every day and I just would want to know if it were my building.

Do you have the building for sale? What is your asking price I have had people stop in and ask if there are any properties for sale. Most know that Liggetts are not for sale.

We have been blessed at BARC to have been able to bring businesses to the town, a new floral shop and a shop that sells Civil War items and she also custom makes clothing for the Civil War Era.

You knew that we have an engineering company and an archeology firm in town renting from BARC too. Others have expressed interest too but the space has not been what they need, Pray all is well with you and that you have been able to fulfill your dream of traveling to countries needing help.

Great God given human gift to share with those in need.

Best

Norma